

# **EXHIBIT 5**



December 10, 2009

To: Marty Schweninger  
From: Sally Haynes, Human Resources Manager

Re: Your New Compensation Plan

Dear Marty,

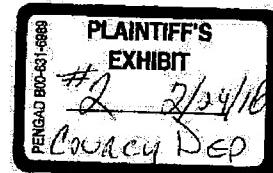
We will be implementing a new compensation plan for all AVT Field Service Technicians effective January 1, 2010. Below is an explanation of the who, what and why we are changing your compensation plan.

First... a History Lesson - In 2005 the GMI Field Service Engineers were moved from being paid a fixed salary for all hours worked to being paid hourly. Hourly employees, are normally paid only for hours worked and are paid time and a half for hours worked over 40 in a week.

At the time the plan was made to switch the FSE's to hourly from salary, the FSE's were concerned that they would be paid a drastically reduced compensation because there is "down time" (weeks where they work less than 40 hours) when the FSE's do not go to a job site and generate "billable time/direct labor" which would be compensated. So GMI agreed to guarantee they would be paid for 40 hours a week as a minimum, regardless if they worked under 40 hours, and paid overtime if they worked over 40 hours in a week. Additionally, GMI did not reduce the base wage of the FSE's when they converted them to hourly in order to account for the different pay methods.

The Problem - This practice has proven to be a financial burden/liability on the company as too much "non billable" time combined with overtime has drastically increased the cost to the company to provide good service to our customers. In an effort to control these costs, we started managing the overtime of our FSE's more carefully, and in doing so, the service to our customers has suffered as we have rushed our FSE's off job sites in order to contain costs. So we as a company have been reviewing our situation in order to find a solution that works for the FSE's, the company and our customers.

In addition to controlling costs, we recognize the desire of our employees to have a steady, predictable income. So we evaluated several options. The first option was to start paying the FSE's only for hours worked. But the concern would be that the FSE's salary may be reduced too drastically. The second option was to reduce the compensation (hourly rate) of our FSE's to reduce this cost. The third solution is a method called a "Belo Contract", which is what we are implementing effective January 1, 2010. This option will achieve our goals of cutting costs and providing predictable, steady income to our FSEs.



Our Solution – The Belo Contract...what is it? Belo Plans are alternative fixed salary methods of compensation that have been approved by the Department of Labor and found acceptable under the Fair Labor Standards Act as a method to help in situations where an employee works irregular hours that fluctuate under and above 40 hours in a work week and where neither an employer nor the employee can control or anticipate with a degree of certainty the number of hours that will be worked from week to week. Under a Belo Plan the company and the employee agree to a fixed salary amount that will be paid to the employee regardless of the number of hours the employee works. The fixed salary covers the employee's regular and overtime pay for all hours worked up to a certain designated number of hours in a workweek. We evaluated the hours our employees worked in 2008 and have determined that the midpoint is 50 hours per week. So the fixed salary you will receive will include payment for 40 hours at a regular rate with time and a half for the remaining 10 hours. For hours worked over 50 in a work week, you will be paid an amount in addition to your fixed salary; you will be paid time and a half for each hour over 50 hours per week.

So how does the Belo Plan work?

For example, suppose that the hourly rate is \$8 per hour with a maximum number of hours of 50 per week. The "example" calculation would be as follows:

- Calculate the wages at straight time. ( $50 \text{ hr} \times \$8/\text{hr} = \$400$ )
- Calculate the overtime premium pay. ( $10 \text{ hr} \times .5 \times \$8/\text{hr} = \$40$ )
- Calculate the employee's weekly salary. ( $\$400 + \$40 = \$440$ )

So if the employee works 50 hours, he is paid \$440. If he works only 24 hours, he is still paid \$440. If he doesn't work at all, he doesn't have to be paid. That's right, even under a Belo Plan, an employee is not guaranteed pay if he performs no work at all during a workweek, but we do not see that as a situation that happens in our business. What if he works 51 hours? Since the maximum hours agreed upon was only 50 hours, he must be paid additional compensation for any time over the maximum at one and a half times his regular rate of pay. So in this instance, he would have to be paid \$12 per hour for any time over 50 hours in a workweek.

Another significant restriction is the fact that the employee cannot be entitled to any additional forms of compensation that the FLSA states must be included in the employee's total remuneration for calculating the regular rate of pay. This would include such things as nondiscretionary bonuses, commissions, performance awards, housing, etc. It does not preclude discretionary bonuses that do not have to be included in the regular rate. If an employee were to receive additional compensation that would normally have to be included in the calculation of the regular rate of pay, then the plan would be declared invalid. Therefore we are prohibited from paying our employees "On Call Bonuses" going forward.

What happens next? As part of this formal Belo contract and while this contract is in effect, AVT formally agrees to pay you a guaranteed salary of \$1250.20 per week (which equates to \$2500.40 bi weekly) for any week in which you perform any work for AVT. This guaranteed salary includes payment for 40 hours at \$22.73 and 10 hours at \$34.10. Additionally, you will be paid an overtime hourly rate of \$34.10 for any time worked over 50 hours in a week.

Please note that this agreement does not modify your at-will employment status and the company reserves the right to terminate this agreement by notifying you of same.

To continue your employment with AVT and to confirm your agreement to the terms of this Belo Contract, please sign below and return a signed copy of this letter to me at 1655 Science place, Rockwall Texas 75032. You have until December 28, 2009 to return your signed letter.

Individual discussions will be held between you, Dorel and Jerry to ensure a complete understanding of your contracts. If, after you have met with Dorel and Jerry, you have additional questions; please call me at 972-290-7156.

Regards,

Sally Haynes SPHR

Human Resources Manager

Field Service Engineer Signature

CC: Dorel Gilad  
Jerry Taylor  
Lance Shumaker  
Gal Shamri